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5 Attorneys for Plaintiffs  
6 FastCap, LLC and Paul Akers

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8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10

11 FASTCAP, LLC and PAUL AKERS, } Case No: C - 08 - 05364 EDE MMC  
12 Plaintiffs, }  
13 v. } STIPULATED DISMISSAL  
14 ATLANTIC, INC. and JAMES } AND ORDER RETAINING  
DARDASHI, } JURISDICTION TO ENFORCE  
15 Defendants. } SETTLEMENT AGREEMENT  
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17

18

19 It is hereby stipulated and agreed between the parties to this action that  
20 judgment be entered as follows:

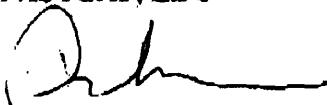
- 21 1. The Court has jurisdiction over the parties to this action and venue in this  
22 district is proper.
- 23 2. The parties have settled their dispute in this matter pursuant to the terms  
24 of that certain Settlement Agreement dated effective May 15, 2009, among the  
25 parties, the terms of which are incorporated herein.
- 26 3. The Court specifically retains jurisdiction to enforce the terms of this

1 Judgment and the Settlement Agreement identified in paragraph 2 above, which  
2 may be enforced by a Motion To Enforce Settlement.

3 4. Except as otherwise set forth in paragraphs 2 and 3 above, the Court  
4 hereby dismisses Plaintiff's claims and Defendant's counterclaims with prejudice.

5 6. Each party hereto shall bear their own costs and attorneys fees herein.  
6

7 FASTCAP, LLC  
8

9 Dated: June 1, 2009 By:   
10 Its: President

11 PAUL AKERS  
12

13 Dated: June 1, 2009 By:   
14 Paul Akers

15 ATLANTIC, INC  
16

17 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 Its: \_\_\_\_\_  
21

22 JAMES DARDASHI  
23

24 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
25 James Dardashi  
26

27 Stip. Dismissal &  
28 Ord. Retaining Juris.

1 Judgment and the Settlement Agreement identified in paragraph 2 above, which  
2 may be enforced by a Motion To Enforce Settlement.

3 4. Except as otherwise set forth in paragraphs 2 and 3 above, the Court  
4 hereby dismisses Plaintiff's claims and Defendant's counterclaims with prejudice.

5 6. Each party hereto shall bear their own costs and attorneys fees herein.

6  
7 **FASTCAP, LLC**

8  
9 Dated: \_\_\_\_\_  
10 By: \_\_\_\_\_ Paul Akers  
11 Its: President

12 **PAUL AKERS**

13  
14 Dated: \_\_\_\_\_  
15 By: \_\_\_\_\_ Paul Akers

16 **ATLANTIC, INC**

17  
18 Dated: \_\_\_\_\_  
19 By: \_\_\_\_\_  
20 Its: COO + General Counsel

21 **JAMES DARDASHTI**

22  
23 Dated: \_\_\_\_\_  
24 By: \_\_\_\_\_  
25 James Dardashti

26  
27 Stip. Dismissal &  
28 Ord. Retaining Juris.

1  
2 **APPROVED AS TO FORM:**

3 Dated: June 1, 2009

4 By: /s/ Michael James Cronen  
Michael James Cronen, Esq.

5 Attorney for Plaintiffs,  
FastCap, LLC and Paul Akers

6 Dated: June 1, 2009

7 By: /s/Daniel M. Cislo  
Daniel M. Cislo, Esq.

8 Attorney for Defendants,  
9 Atlantic, Inc. and James  
Dardashti

10  
11 **JUDGMENT**

12 IT IS SO ORDERED AND ADJUDGED.

13  
14 Dated: June 24, 2009

15  
16  
17   
18  
19 United States District Judge

20  
21  
22 Stip. Dismissal &  
23  
24 Ord. Retaining Juris.  
25  
26  
27  
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